

ARTICLE 7.**System Operations.****Section 9.1-7-1. Franchise areas.**

Applications for a Franchise will be accepted for one or more of the following Franchise areas:

(a) *Reston Franchise Area:* That portion of Fairfax County beginning at the intersection of Fox Mill Road, Route No. 665, and Stuart Mill Road, Route No. 671; thence proceeding in a northwesterly direction on Fox Mill Road, Route No. 665, to a point where Fox Mill Road crosses the Columbia Gas Transmission Corporation pipeline easement; thence following said pipeline easement in a northeasterly direction to the Dulles Airport Access Road; thence westerly on the Dulles Airport Access Road to the easterly limits of the Town of Herndon; thence northeasterly along the boundary of the Town of Herndon to Elden Street, Route No. 606, said point also being at the intersection of Stuart Road, Route No. 680, thence northeasterly on Stuart Road, Route No. 680, to Sugarland Road, Route No. 604; thence northeasterly on Sugarland Road, Route No. 604, to Leesburg Pike, Route No. 7; thence southeasterly on Leesburg Pike, Route No. 7, to Baron Cameron Avenue, Route No. 606; thence southwesterly on Baron Cameron Avenue, Route No. 606, to Hunter Mill Road, Route No. 674; thence following Hunter Mill Road, Route No. 674, thence southerly to the northeastern corner of that parcel identified by Fairfax County Tax Map Reference No. 18-3, 001, parcel 1; thence following southwesterly along the northern boundary of parcel 1 to the northern boundary of the Equestrian Park subdivision; thence following the northern and western boundaries of the Equestrian Park subdivision to the intersection of Sunset Hills Road, Route No. 675; thence following Sunset Hills Road easterly to the intersection of Hunter Mill Road, Route No. 674;

1 thence following Hunter Mill Road southerly to the intersection of Sunrise Valley Drive, Route
2 No. 5320; thence proceeding southeasterly along the eastern boundary of Reston, Section 22, to
3 the eastern corner of that parcel identified by Fairfax County Tax Map Reference No. 27-2, 005,
4 parcel 57; thence following southwesterly along the eastern border of Reston, Section 22, and
5 Reston, Section 24; thence following the southern boundary of Reston, Section 24 and Reston,
6 Section 24A; thence proceeding southeasterly along the eastern boundary of that parcel identified
7 by Fairfax County Tax Map Reference No. 27-1, 0012, parcel 3; thence following southeasterly
8 along the eastern boundary of Reston, Section 10, to the intersection of Lawyers Road, Route
9 No. 673, and Hunter Station Road, Route No. 677; thence proceeding westerly on Lawyers
10 Road, Route No. 673, past the intersection of Birdfoot Lane, Route No. 671, to the northeast
11 corner of the Lawyer's Glen subdivision; thence proceeding southwesterly along the southern
12 and eastern boundaries of the Lawyer's Glen subdivision; thence following northwesterly along
13 the western boundary of the Lawyer's Glen subdivision to a point of intersection with the
14 southeast corner of the Lawyer's Ridge subdivision; thence proceeding southwesterly along the
15 southern boundary of the Lawyer's Ridge subdivision to a point of intersection with the eastern
16 boundary of Reston, Section 18; thence following southeasterly to a point of intersection with the
17 eastern corner of the Stoneledge subdivision; thence proceeding in a southerly direction along
18 the eastern boundary of the Stoneledge subdivision; thence following in a westerly direction
19 along the northern boundary of five parcels identified by Fairfax County Tax Map Reference
20 Nos. 36-2, 001, parcel 2A, 13A, 13, 12A and 11, to a point of intersection with the southernmost
21 corner of Reston, Section 18: thence proceeding in a westerly direction along the southern
22 boundary of Reston; Section 18, to a point of intersection with the eastern boundary of Reston,
23 Section 16; thence following southwesterly from said intersection along the eastern boundary of

1 Reston, Section 16 to the northeastern boundary of that parcel identified by Fairfax County Tax
2 Map Reference No. 36-2, 009, parcel 2; thence proceeding northerly along the northeastern
3 boundary of that parcel identified by Fairfax County Tax Map Reference No. 36-2, 009, parcel 2,
4 to the border of that parcel identified by Fairfax County Tax Map Reference No. 36-2, 009,
5 parcel 1; thence following southwesterly on the southeastern boundary of those two parcels
6 identified by Fairfax County Tax Map Reference Nos. 36-2, 009, parcel 1 and 3, to the
7 intersection of the southeastern boundary of Fox Mill District Park; thence following the eastern
8 and northern boundaries of Fox Mill District Park northwesterly to Fox Mill Road, Route No.
9 665; thence northwesterly on Fox Mill Road, Route No. 665, to the intersection of Fox Mill
10 Road, Route No. 665, and Reston Avenue, Route No. 602; thence following Reston Avenue,
11 Route No. 602, northeasterly to the intersection of Fox Mill Road, Route No. 665; thence
12 northwesterly on Fox Mill Road, Route No. 665, to the point where Fox Mill Road, Route No.
13 665, crosses the Columbia Gas Transmission Corporation pipeline easement, being the point of
14 beginning.

15 Whenever the Reston Franchise area is described by reference to the Columbia Gas
16 Transmission Corporation pipeline easement or to roads, the Franchise area shall be delineated
17 by the line following the middle of the aforementioned pipeline easement or roads. However, if
18 construction of the Reston Franchise reasonably requires a Grantee to use poles or easements
19 along any roadway which serves as a border for that Franchise area, and if such poles or
20 easements are located beyond the centerline of any such roadway, and if the Grantee obtains
21 proper permission for the use of such poles or easements and pays any applicable usage or
22 attachment fees, then the Grantee may use such poles or easements to construct and operate its
23 system in the Reston Franchise area so long as the Grantee does not provide Cable service to an

1 area for which it does not hold a Franchise. The map which shows the above-described
2 boundaries and which is dated May 18, 1988, is incorporated herein and is designated as the
3 official map of the Reston Franchise area. That map shall be kept by the Clerk to the Board
4 among the official records of the Board of Supervisors, and to the extent that the boundaries of
5 the map and the boundaries described by the text of this Subsection are in conflict either by
6 realignment of a road or otherwise, and where it cannot be determined clearly where the
7 boundary may lie, then the boundaries shown on the official map shall take precedence over the
8 text of this Subsection.

9 (b) *North County:* The area of the County north of a line beginning at the intersection
10 of Little River Turnpike, Route No. 236, and westerly city limits of the City of Alexandria;
11 thence westerly along Little River Turnpike, Route No. 236, to the eastern boundary of the City
12 of Fairfax; thence along the eastern and northern boundary of the City of Fairfax to Jermantown
13 Road, Route No. 665; thence northeasterly on Jermantown Road to Oakton Road, Route No.
14 644; thence westerly on Oakton Road, Route No. 644, to Waples Mill Road, Route No. 664;
15 thence westerly on Waples Mill Road to West Ox Road, Route No. 608; thence northwesterly on
16 West Ox Road, Route No. 608, to Centreville Road, Route No. 657; thence northerly on
17 Centreville Road to Frying Pan Road, Route No. 608; thence northwesterly on Frying Pan Road
18 to the end of said road; thence due west to point in the center of Sully Road, Route No. 28;
19 thence north on Sully Road to the County line, for the point of ending; excluding Reston as
20 defined herein, the Town of Herndon, and the Town of Vienna.

21 Whenever the North County Franchise area is described by reference to the Columbia
22 Gas Transmission Corporation pipeline easement or to roads, the Franchise area shall be
23 delineated by the line following the middle of the aforementioned pipeline easement or roads.

1 However, if construction of the North County Franchise area reasonably requires a Grantee to
2 use poles or easements along any roadway which serves as a border for that Franchise area, and
3 if such poles or easements are located beyond the centerline of any such roadway, and if the
4 Grantee obtains proper permission for the use of such poles or easements, then the Grantee may
5 use such poles or easements to construct and operate its system in the North County Franchise
6 area so long as a Grantee does not provide cable service to an area for which it does not hold a
7 Franchise.

8 The map which shows the boundaries of the Reston Franchise is designated above as the
9 official map of the Reston Franchise area. To the extent that the boundaries of that map and the
10 boundaries described by the text of this subsection are in conflict, either by realignment of a road
11 or otherwise, and where it cannot be determined clearly where the boundary may lie, then the
12 boundary between the Reston Franchise area and the North County Franchise area, as shown on
13 the official map, shall take precedence over the text of this subsection.

14 (c) *South County:* That area of the County lying south of the southern border of the
15 North County Franchise area.

16 **Section 9.1-7-2. Cable service and system description.**

17 (a) A Grantee shall make its Cable services available at all residences, businesses and
18 other structures within its Franchise area or areas as long as the current or potential Subscriber's
19 financial and other obligations to the Grantee are satisfied. A Grantee shall make Cable service
20 available without line extension surcharges to at least 85% of the total occupied dwelling units in
21 its Franchise area or areas pursuant to the terms and conditions specified in its Franchise
22 agreement. A Grantee may refuse to provide Cable service when: (i) it is unable pursuant to
23 normal industry practice to obtain necessary programming, real property or access rights; (ii)

1 when its prior service, payment, or theft of service history with a Person has been unfavorable;
2 or, (iii) pursuant to written waiver by the Communications Administrator or designee.

3 (b) A Cable system to be installed by a Grantee shall meet or exceed the technical
4 standards set forth in 47 C.F.R. § 76.601, et seq., including applicable amendments thereto, and
5 any other applicable technical standards (to the extent permitted by law). If the FCC should
6 delete these standards; or otherwise fail to preempt this area of regulation, the County may
7 prescribe technical standards, to the extent permitted by applicable law.

8 (c) As authorized by 47 U.S.C. § 531, a Grantee shall provide PEG access. Such
9 PEG access channel capacity, facilities, and financial support shall be provided as specified in its
10 Franchise agreement.

11 (d) A Grantee shall provide without charge within its Franchise area(s), one activated
12 service outlet and free regular subscriber service to each fire station, public school, police
13 station, public library, and such buildings used for public purposes as may be designated by the
14 County; provided, however, that if it is necessary to extend a Grantee's trunk or feeder lines more
15 than three hundred feet solely to provide service to any such school or public building, the
16 County shall have the option of paying the Grantee's direct costs for such extension in excess of
17 three hundred feet, or of releasing the Grantee from or postponing the Grantee's obligation to
18 provide service to such building. Furthermore, a Grantee shall not be permitted to recover, from
19 any public building owner entitled to free service, more than the Grantee's actual cost for any
20 additional converters required and the direct cost of installing, when requested so to do, more
21 than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred
22 fifty feet of drop cable; provided, however, that the Grantee shall not charge for the provision of
23 regular subscriber service to the additional service outlets so installed in public schools, police

1 stations, fire stations, public libraries, and County offices in addition to any such other public
2 facilities as are specified in the Grantee's Franchise agreement. The Grantee shall provide full
3 operational capability to the service outlets in its Franchise area. The County, at its sole
4 discretion, may waive the provisions of this Subsection in exchange for goods and/or services of
5 equal value to the County.

6 **Section 9.1-7-3. Line Extension Requirements.**

7 (a) Subject to the requirements established in Subsection 9.1-7-2 (a), a Grantee may
8 condition the extension of its Cable service to lower density areas of the County on the potential
9 Subscriber's payment of a line extension surcharge. Such extensions shall be subject to the least
10 burdensome of: (i) the line extension requirements of its Franchise agreement; or, (ii) the line
11 extension requirements in any other Franchise agreement then in effect for the same Franchise
12 area. For the purposes of this Subsection, "least burdensome" means those requirements for line
13 extension that take effect at the highest densities of occupied dwelling units per-mile-passed at
14 which line extension surcharges could be applied.

15 (b) To the extent that may be allowed by a Grantee's Franchise agreement or by
16 federal or state law, the County may require such Grantee to interconnect its Cable system with
17 other cable systems or other broadband communications facilities (e.g., a television
18 communication network connecting public institutions or facilities) located adjacent to or within
19 the County. Interconnection shall be made at such time as provided by applicable Franchise
20 agreement or within one hundred eighty days from the effective date of a request by the County,
21 or within a longer period of time as may be specified by the County in its request. No
22 interconnection shall take place without the prior approval of the County. All signals to be
23 interconnected shall comply with FCC technical standards for all classes of signals.

1 (c) Each Grantee shall make every reasonable effort to cooperate with cable
2 Franchise holders in contiguous communities in order to provide Cable service in areas within
3 the County.

4 (d) The County shall make every reasonable effort to cooperate with the franchising
5 authorities in contiguous communities, and with each Grantee, in order to provide Cable service
6 in areas outside the County.

7 **Section 9.1-7-4. Operational requirements and construction.**

8 (a) A Grantee shall construct, operate, and maintain its Cable system subject to the
9 supervision of the County or its designees, and in compliance with all applicable laws,
10 ordinances, rules and regulations, including any amendments thereto. The Cable system and all
11 its parts shall be subject to inspection by the County. The County may review a Grantee's
12 construction plans prior to commencement of construction.

13 (b) A Grantee shall design, construct, operate, and maintain the system at all times so
14 that signals carried are delivered to Subscribers with the minimum material degradation in
15 quality.

16 (c) No construction, reconstruction or relocation of a system or any part thereof
17 within the public ways shall be commenced until all applicable written permits have been
18 obtained. The County may impose such conditions and regulations as are necessary for the
19 purpose of protecting any structures in the public ways and for the proper restoration of such
20 public ways and structures, and for the protection of the public and the continuity of pedestrian
21 and vehicular traffic.

22 (d) A Grantee shall perform maintenance on its system so that activities likely to
23 result in an interruption of service are performed during periods of minimum Subscriber use of

1 the system. A Grantee shall provide reasonable notice to Subscribers and the County before
2 interrupting service for planned maintenance or construction that is expected to take one hour or
3 more. Notice shall be provided by a method reasonably calculated to give Subscribers actual
4 notice of the planned interruption.

5 (e) Maintenance of a system shall be performed in accordance with technical
6 performance and operating standards established pursuant to FCC rules and regulations. The
7 County may monitor a Grantee's maintenance practices and, to the extent permitted by
8 applicable law, may waive requirements or adopt additional requirements as reasonable to ensure
9 the system remains capable of providing high-quality service.

10 (f) A Grantee shall install and thereafter maintain for use by the County an
11 Emergency Alert System ("EAS").

12 (1) This EAS shall at all times be operated in compliance with FCC
13 requirements. Subject to the foregoing, the EAS shall be remotely activated by telephone and
14 shall allow a representative of the County to override the audio and video on all channels on a
15 Grantee's Cable system that may lawfully be overridden (subject to any contractual or other
16 rights of local broadcasters) without the assistance of the Grantee, for emergency broadcasts
17 from a location designated by the County in the event of a civil emergency or for reasonable
18 tests.

19 (2) The County will provide reasonable notice to a Grantee prior to any test
20 use of the EAS. A Grantee shall cooperate with the County in any such test to the maximum
21 extent feasible.

22 **Section 9.1-7-5. Tests and performance monitoring.**

1 (a) A Grantee shall perform all tests necessary to demonstrate compliance with the
2 requirements of a Franchise agreement and other performance and technical standards
3 established by applicable law or regulation, and to ensure that system components are operating
4 as expected. All tests shall be conducted in accordance with federal rules and the most recent
5 and relevant edition of the National Cable Television Association's "Recommended Practices for
6 Measurements on Cable Television Systems," or if no recent or relevant edition exists, such
7 other appropriate manual as a Grantee proposes and the County approves. In the event that
8 technical performance standards pursuant to Federal law are repealed or are no longer applicable
9 to a Cable system, such standards shall remain in force and effect until the County, to the extent
10 permitted by applicable law, imposes standards as it shall deem necessary for the operation of the
11 Cable system in accordance with good engineering practices. The words "good engineering
12 practices" shall have the meaning specified in Title 47 of the Code of Federal Regulations.

13 (b) A Grantee shall conduct tests as follows:

- 14 (1) acceptance tests on each newly constructed or rebuilt segment prior to
15 Subscriber connection or activation, but not later than ninety days after
16 any newly constructed or substantially rebuilt segment is made available
17 for service to Subscribers;
- 18 (2) proof of performance tests on the system at least once every six months or
19 as required by FCC rules, whichever is more often, except as federal law
20 otherwise limits a Grantee's obligation; and
- 21 (3) special tests at the direction of the Communications Administrator.

22 (c) At any time after commencement of service to Subscribers, the County may
23 require additional reasonable tests, including full or partial repeat tests, different test procedures,

1 or tests involving a specific Subscriber's terminal, at a Grantee's expense, to the extent such tests
2 are in accordance with FCC rules and may be performed by the Grantee's employees utilizing its
3 existing facilities and equipment. The County may conduct independent tests upon reasonable
4 notice to the Grantee and if noncompliance is found, the expense thereof shall be borne by the
5 Grantee. The County will endeavor to arrange its request for such tests so as to minimize
6 hardship or inconvenience to a Grantee or to Subscribers.

7 (d) System monitor test points shall be established in accordance with good
8 engineering practices and shall be approved in advance by the County.

9 (e) Tests shall be supervised by a Grantee's senior engineer, who shall sign all
10 records of tests provided to the County.

11 (f) The County shall have the right to witness and/or review all tests on newly
12 constructed or rebuilt segments of a Grantee's Cable system. A Grantee shall provide the County
13 with at least two business days' notice of, and an opportunity to observe, any such tests
14 performed on the Grantee's System.

15 (g) A written report of all test results shall be filed with the County within seven days
16 of each test. Such reports shall, at a minimum, describe test results, instrumentation, calibration
17 and test procedures. In addition, the Grantee shall retain written reports of the results of any tests
18 required by the FCC, and such reports shall be submitted to the County upon the County's
19 request. The County shall have the same rights the FCC has to inspect a Grantee's performance
20 test data.

21 (h) If any test indicates that any part or component of a system fails to meet
22 applicable requirements, the Grantee, without requirement of additional notice or request from
23 the County, shall take corrective action, retest the locations and advise the County of the action

1 taken and results achieved, and supply the County with a copy of the results within thirty days
2 from the date corrective action was completed.

3 (i) The County may also conduct inspections of construction areas and Subscriber
4 installations, including but not limited to inspections to assess compliance with a Grantee's
5 construction and installation requirements. The County shall notify a Grantee of any violations
6 found during the course of inspections, identifying the locations with particularity and stating the
7 specific nature of the violation. The Grantee must bring violations specified in the notice that are
8 within Grantee's control into compliance as follows: (i) safety violations must be made safe
9 within forty-eight hours of receiving notice of the violation; (ii) Virginia Department of
10 Transportation violations must be brought into compliance within five days of receiving notice
11 of the violation; and all other violations must be brought into compliance within thirty days of
12 receiving notice of the violation. After the specified time period, the Grantee must submit a
13 report to the County describing the steps it has taken to bring itself into compliance. Inspection
14 does not relieve a Grantee of its obligation to build in compliance with all provisions of a
15 Franchise.

16 **Section 9.1-7-6. Customer service standards and consumer protection.**

17 This Section sets forth the minimum customer service standards that a Grantee must
18 satisfy. In addition, a Grantee shall at all times satisfy any additional or stricter minimum
19 requirements established by a Franchise agreement or other applicable federal, state, or local law
20 or regulation, as the same may be amended from time to time, including, without limitation,
21 consumer protection laws.

22 (a) A Grantee shall comply with the customer service standards set forth in 47 C.F.R.
23 § 76.309 (c), as such standards may be amended from time to time.

1 (b) A Grantee shall employ an operator or maintain a telephone answering device
2 twenty-four hours per day, each day of the year, to receive Subscriber complaints.

3 (c) A Grantee shall maintain an office within the County that shall be open and
4 accessible to the public with adequate telephone service during normal business hours.

5 (d) A Grantee shall establish maintenance service capable of promptly locating and
6 correcting system malfunctions. Said maintenance service shall respond at all hours to correct
7 system malfunctions affecting one or more percent of a Grantee's total number of Subscribers.

8 (e) A Grantee shall maintain a publicly-listed, local toll-free telephone number that
9 shall be available to Subscribers to request service calls, twenty-four hours per day, each day of
10 the year. Under Normal operating conditions, corrective action shall be initiated by a Grantee
11 not later than the next business day after a service call is received, and corrective action shall be
12 completed as promptly as practicable. Appropriate records shall be made of service calls,
13 showing when and what corrective action was completed.

14 (f) A Grantee shall arrange for pickup and/or replacement of converters or other
15 Grantee equipment at the Subscriber's address or by a satisfactory equivalent (such as the
16 provision of a postage-prepaid mailer) if requested by a mobility-limited customer.

17 (g) In the event that service to Subscribers is totally interrupted for more than 24
18 hours, Grantee shall provide the affected Subscribers with a pro rata credit or rebate of the
19 Subscriber's fees paid or payable.

20 (h) The failure of a Grantee to hire sufficient staff or to properly train its staff shall
21 not justify a Grantee's failure to comply with the provisions in this Section.

22 (i) A Grantee shall maintain a public file containing all notices provided to
23 Subscribers under these customer service standards. The notices shall be placed immediately in

the public file and maintained for at least one year from the date of the notice.

(j) A Grantee shall establish a clear procedure for resolving complaints filed by Subscribers. Complaints may be made orally or in writing, at the complainant's option.

(k) A Grantee shall provide an initial response to a complaint within five days of its receipt and a final written response within thirty days after a written complaint is received. The final written response shall include a notice stating that if the complaint has not been resolved to the complainant's satisfaction, the matter may be referred to the Communications Administrator.

(l) The customer service standards set forth herein shall be in addition to the rights and remedies provided by the Virginia Consumer Protection Act of 1977, as amended.

Section 9.1-7-7 Street occupancy; Construction standards and procedures.

(a) All installation of electronic equipment shall be of a permanent nature, using durable components.

(b) A Grantee shall maintain all wires, conduits, cables, and other real and personal property and facilities comprising its Cable system in good condition, order and repair.

(c) No construction, upgrade, rebuild, reconstruction or relocation of a Cable system, or any part thereof, within any public way shall be commenced unless valid permits have been obtained. A Grantee assumes the full burden of risk in securing the required permits. Failure to obtain required permits or other approvals shall in no way relieve a Grantee of its obligations under this Chapter and/or a Franchise agreement, except that in case of emergency, a Grantee may carry out work to the extent necessary pending the issuance of such permits, as long as the Grantee acts to secure the permits as soon as possible.

(d) In the event of disturbance of any road or private property by a Grantee, it shall, at its own expense and in a manner approved by the County, replace and restore such road or private

1 property in as good a condition as before the work causing the disturbance was done. In the event
2 the Grantee fails to perform such replacement or restoration, the County shall have the right to do so
3 at the sole expense of the Grantee. Payment to the County for such replacement or restoration shall
4 be upon demand. Nothing in this Section shall be construed to impair any rights of the owners of
5 such private property to assert any claim against a Grantee arising out of such disturbance.

6 (e) A Grantee shall cooperate with all gas, electric, telephone, water, sewer, and other
7 utilities in the placement of its facilities, equipment, or fixtures, so as to minimize the costs and
8 disruption caused by its construction or maintenance activities.

9 (f) A Grantee shall maintain the service of, shore up, sling, support, protect and make
10 good, as directed, all water pipes, gas pipes, service pipes, sewers and sewer connections,
11 conduits, ducts, manholes, drains, vaults, buildings, tracks or other structures, sub-structures of
12 public utility companies, and all service lines and structures, including sub-structures of private
13 abutting owners, that are located within the lines of system construction that may be liable to
14 disturbance or injury during the progress of the construction, and all supports, labor, and material
15 necessary to reconnect and restore all such structures that become disturbed or damaged to their
16 original condition shall be provided by the Grantee at its own cost and expense.

17 (g) Any and all public ways, public property, or private property that are disturbed or
18 damaged during the construction, installation, operation, maintenance, repair, replacement, or
19 relocation of a Cable system shall be promptly repaired by a Grantee within thirty days after the
20 disturbance or damage, at the Grantee's sole cost and expense. The Communications
21 Administrator may extend this thirty-day period for good cause shown.

22 (h) Upon reasonable notice, a Grantee shall, by a time specified by the County,
23 protect, support, temporarily disconnect, relocate, or remove any of its property when required

1 by the County by reason of traffic conditions; public safety; public way construction; public way
2 maintenance or repair (including resurfacing or widening); change of public way grade;
3 construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks,
4 or any other type of government-owned communications system, public work or improvement or
5 any government-owned utility; provided, however, that a Grantee shall, in all such cases, with
6 the County's consent, have the option of abandoning any property in place.

7 (i) If any Person that is authorized to place facilities in the public ways requests a
8 Grantee to protect, support, temporarily disconnect, remove, or relocate its facilities to
9 accommodate the construction, installation, operation, maintenance or repair of the facilities of
10 such other Person, the Grantee shall, after thirty days' advance written notice, take action to
11 effect the necessary changes requested. Unless the matter is governed by a valid contract
12 between the parties or federal law or regulation or Virginia law, or in any cases where the Cable
13 system that is being requested to move was not lawfully located in the public ways, then the
14 reasonable cost of the same shall be borne by the Person requesting the protection, support,
15 temporary disconnection, removal, or relocation and performed at no charge to the County.

16 (j) In the event of an emergency, or where a Cable system creates or is contributing
17 to an imminent danger to health, safety, or property, or is an unauthorized use of property, a
18 Grantee, at its own expense, shall remove, replace or relocate any or all parts of its system at the
19 request of the County. If the Grantee fails to comply with the County's request, the County may
20 remove, relay, or relocate any or all parts of the Grantee's Cable system without prior notice, at
21 the sole expense of the Grantee. A Grantee shall not be responsible under this Chapter or its
22 Franchise agreement if such County action results in a breach of any applicable obligation of a

1 Grantee. The County shall not be held liable to the Grantee for any damages arising from such
2 removal or relocation.

3 (k) A Grantee shall, on the request of any Person holding a valid building moving
4 permit issued by the County, or on request of the County, temporarily raise or lower its wires to
5 permit the moving of buildings. The expense of such temporary removal or raising or lowering
6 of wires shall be paid by the Person requesting the same, and the Grantee shall have the authority
7 to require payment in advance, except in the case where the requesting Person is the County, in
8 which case the Grantee will invoice the County, and the County will pay, following completion
9 of work. The Grantee shall be given reasonable advance notice in writing to arrange for such
10 temporary wire changes.

11 (l) A Grantee shall have the authority to trim trees and shrubs on public property at
12 its own expense as may be necessary to protect its wires and facilities, subject to the regulation,
13 supervision and/or direction of the County or other local government authority.

14 (m) A Grantee shall utilize existing poles, conduits and other facilities whenever
15 possible. However, no location of any pole or wire-holding structure of a Grantee shall be a
16 vested interest and such poles, structures, or facilities shall be removed, replaced or modified by
17 a Grantee at its own expense whenever the County or other governmental authority determines
18 that the public convenience would be enhanced thereby. Copies of agreements for use of
19 conduits or other facilities shall be filed with the County upon County request.

20 (n) Where the County, other unit of government, or a public utility serving the County
21 desires to make use of the poles or other wire-holding structures of a Grantee but agreement therefor
22 with the Grantee cannot be reached, the Board may require the Grantee to permit such use if the

1 Board determines that the use would enhance the public convenience and would not unduly
2 interfere with the Grantee's operations.

3 (o) Unless otherwise regulated, all transmission lines, equipment and structures shall be
4 installed and located to cause minimum interference with the rights and reasonable convenience of
5 owners of property which adjoins or abuts a street, way, or other property upon which a Grantee
6 has placed its facilities, and at all times such facilities shall be kept and maintained in a safe,
7 adequate condition, and in good order and repair. A Grantee shall at all times employ reasonable
8 care and shall install and maintain commonly accepted methods and devices for preventing failures
9 and accidents that are likely to cause damage, injuries, or nuisances to the public. Suitable
10 barricades, flags, lights, flares, or other devices shall be used at such times and places as are
11 reasonably required for the safety of all members of the public. Any poles or other fixtures placed
12 in any public way by a Grantee shall be placed in such a manner as not to interfere with the usual
13 travel on such public way.

14 (p) New buried plant shall be capable of location using currently-available locating
15 devices.

16 (q) A Grantee shall be a member of the regional notification center for subsurface
17 installations and shall field mark the locations of its underground facilities upon request. A
18 Grantee shall locate its facilities for the County or other governmental authority at no charge.

19 (r) No Grantee shall erect or place any towers, poles, or conduits, or construct,
20 upgrade, or rebuild a Cable system without first obtaining County approval of a complete
21 description of the Cable system facilities proposed to be erected or installed, including
22 engineering drawings, if required by the County, together with a map and plans indicating the
23 proposed location of all such facilities.

1 (s) Any contractor or subcontractor used for work or construction, installation,
2 operation, maintenance, or repair of system equipment must be properly licensed under the laws
3 of the Commonwealth of Virginia and all local ordinances, where applicable, and each contractor
4 or subcontractor shall have the same obligations with respect to its work as a Grantee would have
5 if the work were performed by the Grantee. A Grantee must ensure that contractors,
6 subcontractors and all employees who will perform work for it are trained and experienced, and
7 that one member of each work crew is responsible for communicating in the official language of
8 the Commonwealth with County and other governmental personnel at the work site. A Grantee
9 shall: be responsible for ensuring that the work of contractors and subcontractors is performed
10 consistent with its Franchise agreement and applicable laws, regulations, policies and
11 procedures; be responsible for all acts or omissions of contractors or subcontractors; be
12 responsible for promptly correcting acts or omissions by any contractor or subcontractor; and,
13 have a quality control program to ensure that the work is properly performed.

14 (t) A Grantee shall notify the general public prior to commencing any proposed
15 construction, except for emergency maintenance or repair, that will significantly disturb or
16 disrupt public property or have the potential to present a danger or affect the safety of the public
17 generally. Except for emergency maintenance or repair, a Grantee shall publicize proposed
18 construction work at least one week prior to commencement of that work by causing written
19 notice of the construction work to be delivered to the County and by notifying those Persons
20 most likely to be affected by the work in at least one of the following ways: by telephone, in
21 person, by mail, by distribution of flyers to residences, by publication in local newspapers, or in
22 any other manner reasonably calculated to provide adequate notice. Notice to affected Persons
23 must include the name and local telephone number of a Grantee representative who is qualified

1 to answer questions concerning the proposed construction. In addition, except for emergency
2 maintenance or repair, before entering onto any Person's property, a Grantee shall provide
3 reasonable notice to the resident or tenant. The Grantee shall provide affected residents or
4 tenants with a local name and phone number they can call to discuss the Grantee's actions.

5 (u) A Grantee shall provide the Communications Administrator a daily report
6 identifying the location and time of any scheduled maintenance and/or construction. The
7 Grantee shall send the report in such a manner reasonably calculated to insure delivery to the
8 Communications Administrator no later than 8:00 a.m. on the day the maintenance and/or
9 construction is scheduled.

10 **Section 9.1-7-8. Construction schedule and reports.**

11 (a) Upon accepting a Franchise, a Grantee shall obtain all necessary federal, Virginia,
12 and local licenses, permits and authorizations required for the conduct of its business and its initial
13 construction, installation, operation, maintenance, and repair of its facilities. A Grantee shall submit
14 a report to the Communications Administrator documenting its compliance with this requirement.

15 (b) Every Franchise agreement shall specify the construction schedule that will apply to
16 any required construction, upgrade, or rebuild of a Cable system. The schedule shall provide for
17 timely completion of the project, considering the amount and type of construction required, and
18 shall show areas of the County that will be affected. For the purposes of this Section, construction
19 shall be deemed to have commenced when the first aerial strands of coaxial or fiber optic cable have
20 been attached to a pole, or the first underground trench has been opened. The failure of a Grantee to
21 secure the necessary federal, Virginia and local licenses, permits, and authorizations required for the
22 conduct of its business shall in no way relieve the Grantee from the obligations of this Section. The
23 failure to meet the construction schedule specified in a Franchise agreement shall, among other

rights and remedies available to the County under a Franchise agreement or applicable law, constitute grounds for termination or revocation of the Franchise.

(c) Litigation instituted by a third party shall not suspend the Grantee's obligation to construct, install, and operate its Cable system in accordance with the construction or upgrade schedule set forth in its Franchise agreement.

(d) An initial Franchise shall include a timetable showing the percentage of occupied dwelling units within the applicable Franchise area or areas that will be capable of receiving Cable service at the end of each year following the beginning of construction.

(e) Within three months after accepting a Franchise, a Grantee shall furnish the Communications Administrator a construction schedule and map setting forth target dates consistent with paragraphs (b) and (d) of this Section, for commencement of service to Subscribers, and identifying the areas to be served. The schedule and map shall be updated whenever substantial changes become necessary.

(f) Every three months after the start of construction, a Grantee shall furnish the Communications Administrator a map that clearly defines the areas wherein regular Subscriber service is available.

(g) The Communications Administrator may waive any provision of this Section for just cause shown.

Section 9.1-7-9. Protection of Subscriber privacy.

(a) A Grantee shall at all times protect the privacy rights of all Subscribers, including but not limited to those rights secured by 47 U.S.C. § 551.

(b) A Subscriber may at any time revoke any written or electronic consent to release information by delivering to a Grantee in writing, by mail or otherwise, the Subscriber's decision

- 1 to revoke the authorization. Any such revocation shall be effective upon receipt by the Grantee.
- 2 Any Subscriber's prior written or electronic consent to release information shall be revoked upon
- 3 termination of a Grantee's service to that Subscriber.